

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

HTS SERVICES, INC.,	§	
Plaintiff	§	
	§	
V.	§	C.A. No. 4:24cv2623
	§	Admiralty – Rule 9(h)
A.P. MOLLER - MAERSK A/S,	§	
Defendant	§	

**COMPLAINT**

HTS Services, Inc. (“HTS”), Plaintiff herein, complains of A.P. Moller – Maersk A/S (“Maersk”), Defendant herein, and in support would show as follows:

**1.  
PARTIES**

1. Plaintiff, HTS Services, Inc., is a corporation incorporated under the laws of Texas with its principal place of business in Texas. HTS was the shipper and forwarder of the Cargo made the basis of this lawsuit, which Cargo was shipped in international commerce by water. HTS brings this action on its own behalf and on behalf of and for the interests of all parties who may be or become interested in the Cargo in question.

2. Defendant, A.P. Moller – Maersk A/S, was and now is a foreign corporation or similar entity incorporated and with its principal place of business outside the United States, with power to sue and be sued, which regularly does business within the Southern District of Texas, Houston Division, as a common carrier of goods by water for hire. Maersk may be served with Complaint and Summons via its General / Managing Agent in the United States, Maersk A/S, through any officer at 8686 New Trails Drive, The Woodlands, Texas 77381-1190, or wherever Maersk may be found.

**2.**

**SUBJECT-MATTER JURISDICTION**

3. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. This Court has subject matter jurisdiction under the Pomerene Act pursuant to 28 U.S.C. Sec. 1331 and federal maritime law pursuant to 28 U.S.C. Sec. 1333, as this matter involves Maersk's issuance of bills of lading containing false data concerning cargo internationally transported by water which resulted in foreign customs authorities seizing the cargo.

**3.**

**VENUE**

4. Venue is proper in the Southern District of Texas, Houston Division, because Defendants transported the Cargo from this District and Division and issued bills of lading containing false data in this District and Division, thus all or part of the claims made the basis of this lawsuit occurred in this District and Division.

**4.**

**RESPONDEAT SUPERIOR**

5. Whenever HTS alleges that Maersk did any act or thing, it is meant that Maersk's officers, agents, servants, employees, contractors or representatives did such act or thing and at the time such act or thing was done, it was done with the full authorization or ratification of Maersk or done in the normal and routine course and scope of employment of Maersk's officers, agents, servants, employees, contractors or representatives.

**5.**

**FACTS**

6. In 2022, HTS delivered four vehicles to Maersk for ocean transportation from the United States to Egypt. Maersk loaded the vehicles below into Container No.

MRKU2311638 with the following booking instructions (subsequently repeated on Dock Receipts) from HTS for Maersk to use in order to prepare the bills of lading:

**1 of 4 Booking# 221609883 B/L# 221609883**

**Consignee/ Notify-** MOHAMED AHMED ABDEL MONIEM AHMED (UNDER HIS FATHER SUPERVISION)

**Address-** ENTRANCE 3, TAAWONIAT EL ZOHOUR BUILDING ST # 10

**City-** CAIRO

**Country-** EGYPT

**Zip Code-** 11511

**Po Box-** 00000

**Phone-** + 201004477574

**Email-** [bakr707@gmail.com](mailto:bakr707@gmail.com)

**Cargo Description-**

2018 CHEVROLET TRAX LS

VIN:KL7CJKSB5JB560779

ACID # 9992022090000068605

Importer Tax ID # 111111111

Exporter Registration # 940415771

Country of Foreign Export: United States

Waybill/ Prepaid

**2 of 4 Booking# 221609883 B/L# 222437052**

**Consignee/ Notify-** AHMED MAHMOOD EL SAEED MOHAMED ATWA (UNDER HIS FATHER SUPERVISION)

**Address-** ENTRANCE 3, TAAWONIAT EL ZOHOUR BUILDING ST # 10

**City-** CAIRO

**Country-** EGYPT

**Zip Code-** 11511

**Po Box-** 00000

**Phone-** + 201004477574

**Email-** [bakr707@gmail.com](mailto:bakr707@gmail.com)

**Cargo Description-**

2015 CHEVROLET TRAX 1LT

VIN:KL7CJLSB0FB119140

ACID # 9992022100000013046

Importer Tax ID # 111111111

Exporter Registration # 940415771

Country of Foreign Export: United States

Waybill/ Prepaid

**3 of 4 Booking# 221609883 B/L# 222437002**

**Consignee/ Notify-** SHAMS SHERIEF AHMED LABIB AHMED (UNDER SUPERVISION OF HIS FATHER)

**Address-** ENTRANCE 3, TAAWONIAT EL ZOHOUR BUILDING ST # 10

**City-** CAIRO

**Country-** EGYPT

**Zip Code-** 11511

**Po Box-** 00000

**Phone-** + 201004477574

**Email-** [bakr707@gmail.com](mailto:bakr707@gmail.com)

**Cargo Description-**

2012 MINI COOPER S COUNTRYMAN

VIN:WMWZC3C50CWL81161

ACID # 9992022100000031840

Importer Tax ID # 111111111

Exporter Registration # 940415771

Country of Foreign Export: United States

Waybill/ Prepaid

**4 of 4 Booking#** 221609883 **B/L#** 222437088

**Consignee/ Notify-** MARWAN ABDOU GAAFAR YOUSSEF IBRAHIM (UNDER SUPERVISION OF HIS FATHER)

**Address-** ENTRANCE 3, TAAWONIAT EL ZOHOUR BUILDING ST # 10

**City-** CAIRO

**Country-** EGYPT

**Zip Code-** 11511

**Po Box-** 00000

**Phone-** + 201004477574

**Email-** [bakr707@gmail.com](mailto:bakr707@gmail.com)

**Cargo Description-**

2016 HYUNDAI ACCENT SE

VIN:KMHCT4AE2GU011022

ACID # 9992022100000013004

Importer Tax ID # 111111111

Exporter Registration # 940415771

Country of Foreign Export: United States

Waybill/ Prepaid

7. When preparing Maersk's bill of lading, instead of following HTS' booking instructions, Maersk used a cargo description from a previous booking for booking #2 of 4 above and issued Maersk's bill of lading # 222437052 naming a different consignee and listing a 2015 Kia Soul as the cargo instead of a 2015 Chevrolet Trax 1LT as the cargo. When the container arrived in Egypt in November of 2022, Egyptian customs refused to release the container to the consignee because the description on Maersk's bill of lading did not match the contents of the container. Maersk did not issue a corrected bill of lading (consolidated under Master B/L No. 221609883 in four parts) until March 6, 2023, which

was too late to avoid forfeiture of the cargo. As a direct result of Maersk's actions, Egyptian customs seized all four vehicles in the container.

8. HTS incurred the following damages and penalties as a direct result of Maersk's actions:

<b><u>Year, Model, VIN</u></b>	<b><u>Value</u></b>	<b><u>Shipping</u></b>	<b><u>Customs</u></b>	<b><u>TOTAL</u></b>
<b><u>1 2015 MINI COOPER 827993</u></b>	<b><u>\$12500.00</u></b>	<b><u>1500.00</u></b>	<b><u>2000.00</u></b>	<b><u>\$16000.00</u></b>
<b><u>2- 2017 HYUNDAI ACCENT 242284</u></b>	<b><u>\$10500.00</u></b>	<b><u>1500.00</u></b>	<b><u>2000.00</u></b>	<b><u>\$14000.00</u></b>
<b><u>3- 2016 CHEVY TRAX LT B525173</u></b>	<b><u>\$11800.00</u></b>	<b><u>1500.00</u></b>	<b><u>2000.00</u></b>	<b><u>\$15300.00</u></b>
<b><u>4- 2018 CHEVY TRAX LT 152968</u></b>	<b><u>\$13200.00</u></b>	<b><u>1500.00</u></b>	<b><u>2000.00</u></b>	<b><u>\$16700.00</u></b>
<b><u>TOTAL</u></b>				<b><u>\$62000.00</u></b>

9. Maersk granted HTS timely extensions of suit time with respect to the above-noted container and bills of lading up to and including August 30, 2024.

10. In 2023, HTS delivered a 2012 Mini Cooper to Maersk for ocean transportation from the United States to Egypt. HTS provided Maersk with the correct ACID no. 9992023050000002326. The ACID (Advanced Cargo Information Declaration) number is used by Egyptian customs for the import of cargo into Egypt. Without a correct ACID number on the bill of lading, Egyptian customs will seize the cargo.

11. When preparing the bill of lading (Maersk B/L No. 229142496), Maersk used an incorrect ACID No. 99920230600000092631. HTS advised Maersk of the correct ACID number, but Maersk failed to correct the bill of lading. After the container arrived in Egypt on September 21, 2023, Egyptian customs refused to release the vehicle to the consignee because of the incorrect ACID number and instead seized the cargo.

12. HTS incurred \$11,967.00 in damages and penalties as a direct result of Maersk's actions concerning the 2012 Mini Cooper.

**6.**  
**POMERENE ACT**

13. Maersk's actions are a clear violation of the Pomerene Act, 49 U.S.C. Sec. 80113(a), which makes Maersk legally liable for all damages (including duties and penalties) incurred due to: a) Maersk's misdescription on Maersk bills of lading 221609883, 222437052, 222437002, and 222437088 covering the contents of Maersk Container MRKU2311638; and b) misdescription of the ACID no. on Maersk bill of lading 229142496 covering the 2012 Mini Cooper.

14. As set forth in the Pomerene Act: “(a) Liability for Nonreceipt and Misdescription. —Except as provided in this section, a common carrier issuing a bill of lading is liable for damages caused by nonreceipt by the carrier of any part of the goods by the date shown in the bill or by failure of the goods to correspond with the description contained in the bill. The carrier is liable to the owner of goods transported under a nonnegotiable bill (subject to the right of stoppage in transit) or to the holder of a negotiable bill if the owner or holder gave value in good faith relying on the description of the goods in the bill or on the shipment being made on the date shown in the bill.”

15. Note that unlike the Carriage of Goods by Sea Act (COGSA), Maersk cannot limit its liability for damages and penalties under the Pomerene Act as the Pomerene Act contains no limitation of liability.

**7.**  
**DAMAGES**

16. As a direct and proximate cause of the Pomerene Act violations set forth above, HTS has suffered damages in the amount of SEVENTY-FIVE THOUSAND AND 00/100

DOLLARS (\$75,000.00), plus prejudgment interest, postjudgment interest, and all costs of court.

**8.**  
**CONDITIONS PRECEDENT**

17. All conditions precedent necessary to maintain this lawsuit have been performed or have occurred.

**9.**  
**PRAYER**

18. WHEREFORE, PREMISES CONSIDERED, Plaintiff HTS prays that, upon final trial, HTS have judgment against Defendant Maersk as follows:

- a. Actual damages of at least \$75,000.00 for the above-stated cause of action;
- b. Prejudgment interest and postjudgment interest at the maximum legal rate;
- c. All costs of court; and
- d. For such other and further relief, general or special, at law or in equity, to which Plaintiff HTS may show itself justly entitled.

Respectfully submitted,

/s/ Robert G. Moll

ROBERT G. MOLL

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